



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Amended Professional Services Agreement with HDR Engineering, Inc., of Folsom, for Construction Administration Services for Surface Water Treatment Facility (\$9,111)

MEETING DATE: April 4, 2012

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute amended professional services agreement with HDR Engineering, Inc., of Folsom, for construction administration services for Surface Water Treatment Facility, in the amount of \$9,111.

BACKGROUND INFORMATION: City Council adopted a resolution on October 20, 2010, approving the contract for construction administration services for the Surface Water Treatment Facility Project with HDR Engineering, of Folsom. Over the past 18 months, a number of changed conditions have been encountered warranting an amendment to the scope of work and payment conditions of the HDR contract. These are summarized below.

- 1. During the pre-construction biological survey, San Joaquin Council of Governments' biological consultants identified jurisdictional wetlands within the project area. HDR environmental specialists were retained to ultimately refute the claim (\$4,183).
- 2. The City's contractor, Overaa, and HDR collaborated on several value engineering analyses that resulted in a cost savings to the project of approximately \$151,000. The cost savings were implemented by revising the designs for the operations building, chemical building, and high-service pumping station (\$35,214).
- 3. Key wall reinforcement was left out of the operations building block wall requiring HDR to develop alternative reinforcement details (\$6,696).
- 4. A number of change orders have been issued to the contractor resulting from design deficiencies on the part of HDR. These resulted in additional costs to the City that are being credited by HDR (\$36,982 Credit).

Staff recommends approval of the HDR amended professional services agreement, resulting in a net increase in contract value of \$9,111. The current project appropriation is sufficient to cover this change.

FISCAL IMPACT: None.

FUNDING AVAILABLE: Water Capital Fund (181): \$9,111

Jordan Ayers
 Jordan Ayers
 Deputy City Manager/Internal Services Director

F. Wally Sanden
 F. Wally Sanden
 Public Works Director

FWS/pmf

APPROVED:

Konrad Bartlam

Konrad Bartlam, City Manager

AMENDMENT NO. 1

HDR Engineering, Inc.
Professional Services Agreement

THIS AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT, is made and entered this ____ day of April, 2012, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and HDR ENGINEERING, INC. (hereinafter "CONSULTANT").

WITNESSETH:

1. WHEREAS, CONSULTANT and CITY entered into a Professional Services Agreement (Agreement) on November 17, 2010, as set forth in Exhibit A (attached).
2. WHEREAS, CONSULTANT requested to amend said Agreement as set forth in Exhibit B (attached); and
3. WHEREAS, City agrees to said amendment;

NOW, THEREFORE, the parties agree to amend the Scope of Services and Fee as set forth in the Agreement as Exhibit A and B, respectively.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Amendment No. 1 on _____, 2012.

CITY OF LODI, a municipal corporation
Hereinabove called "CITY"

HDR ENGINEERING, INC.
Hereinabove called "CONSULTANT"

KONRADT BARTLAM
City Manager

Name:
Title:

Attest:

RANDI JOHL, City Clerk

Approved as to Form:

D. STEPHEN SCHWABAUER
City Attorney



AGREEMENT FOR CONSULTING SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT ~~is~~ entered into on November 17, 2010, by and between the CITY OF LODI, a municipal corporation (hereinafter "**CITY**"), and HDR ENGINEERING, INC. (hereinafter "**CONSULTANT**").

Section 1.2 Purpose

CITY selected the **CONSULTANT** to provide the Construction Administration services required in accordance with attached scope of services, Exhibit A.

CITY ~~wishes~~ to enter into an agreement with **CONSULTANT** for **ENGINEERING SERVICES DURING CONSTRUCTION FOR THE SURFACE WATER TREATMENT FACILITY** project (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Scope of Services

CONSULTANT, for the benefit and at the direction of **CITY**, shall perform the scope of services as set ~~forth~~ in Exhibit A, attached and incorporated by this reference.

Section 2.2 Time For Commencement and Completion of Work

CONSULTANT shall commence work within ten (10) days of executing this Agreement, and complete work under this Agreement based on ~~the~~ Project Construction Schedule.

CONSULTANT ~~shall~~ not ~~be~~ responsible for delays caused by the failure of CITY staff or agents to provide required data or review documents within the appropriate time frames. The review time by **CITY** and any other agencies involved in the project shall not be counted against **CONSULTANT**'s contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not ~~be~~ counted. **CONSULTANT** shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

CONSULTANT shall attend Weekly Project meetings as indicated in the Scope of Services, Exhibit A, or as requested by the Owner.

Section 24 Staffing

CONSULTANT acknowledges that CITY has relied on CONSULTANT's capabilities and on the qualifications of CONSULTANT's principals and staff as identified in its proposal to CITY. The scope of services shall be performed by CONSULTANT, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONSULTANT of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel in CITY's sole discretion and shall be notified by CONSULTANT of any changes of CONSULTANT's project staff prior to any change.

CONSULTANT represents that it is prepared to and can perform all services within the scope of services specified in Exhibit A. CONSULTANT represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONSULTANT to practice its profession, and that CONSULTANT shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals.

Section 25 Subcontracts

CITY acknowledges that CONSULTANT may subcontract certain portions of the scope of services to subconsultants as specified and identified in Exhibit A. Should any subconsultants be replaced or added after CITY's approval, CITY shall be notified within ten (10) days and said subconsultants shall be subject to CITY's approval prior to initiating any work on the Project. CONSULTANT shall remain fully responsible for the complete and full performance of said services and shall pay all such subconsultants.

ARTICLE 3 **COMPENSATION**

Section 3.1 Compensation

CONSULTANT's compensation for all work under this Agreement shall conform to and shall not exceed the provisions of Fee Proposal, attached as Exhibit B.

CONSULTANT shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

Section 3.2 Method of Payment

CONSULTANT shall submit invoices for completed work on a monthly basis, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the scope of services said work is attributable.

Section 3.3 Costs

The fees shown on Exhibit B include all reimbursable costs required for the performance of the individual work tasks by CONSULTANT and/or subconsultant and references to reimbursable costs located on any fee schedules shall not apply. Payment of additional reimbursable costs shall be approved in writing by CITY.

CONSULTANT charge rates are attached and incorporated with Exhibit C. The charge rates for CONSULTANT shall remain in effect and unchanged for the duration of the Project unless approved by CITY.

Section 3.4 Auditing

CITY reserves the right to periodically audit all charges made by CONSULTANT to CITY for services under this Agreement. Upon request, CONSULTANT agrees to furnish CITY, or a designated representative, with necessary information and assistance.

CONSULTANT agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONSULTANT agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONSULTANT further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4 **MISCELLANEOUS**

Section 4.1 Nondiscrimination

In performing services under this Agreement, CONSULTANT shall not discriminate in the employment of its employees or in the engagement of any subconsultants on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 Responsibility for Damages

CONSULTANT shall indemnify and save harmless the City of Lodi, the City Council, elected and appointed Boards, Commissions, all officers and employees or agent from any suits, claims or actions brought by any person or persons for or on account of any injuries or damages sustained or arising from the services performed in this Agreement but only to the extent caused by the negligent acts, errors or omissions of the consultant and except those injuries or damages arising out of the active negligence of the City of Lodi or its agents, officers or agents.

Section 4.3 No Personal Liability

Neither the City Council, the City Engineer, nor any other officer or authorized assistant or agent or employee shall be personally responsible for any liability arising under this Agreement.

Section 4.4 Responsibility of CITY

CITY shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided herein.

Section 4.5 Insurance Requirements for CONSULTANT

CONSULTANT shall take out and maintain during the life of this Agreement, insurance coverage as listed below. These insurance policies shall protect CONSULTANT and any subcontractor performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from CONSULTANT'S operations under this Agreement, whether such operations be by CONSULTANT or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

1. COMPREHENSIVE GENERAL LIABILITY

\$1,000,000 Bodily Injury -

Ea. Occurrence/Aggregate

\$1,000,000 Property Damage -

Ea. Occurrence/Aggregate

or

\$1,000,000 Combined Single Limits

2. COMPREHENSIVE AUTOMOBILE LIABILITY

\$1,000,000 Bodily Injury - Ea. Person
\$1,000,000 Bodily Injury - Ea. Occurrence
\$1,000,000 Property Damage - Ea. Occurrence

or

\$1,000,000 Combined Single Limits

NOTE: CONSULTANT agrees and stipulates that any insurance coverage provided to CITY shall provide for a claims period following termination of coverage.

A copy of the certificate of insurance with the following endorsements shall be furnished to CITY:

(a) Additional Named Insured Endorsement

Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents and Employees as additional named insureds insofar as work performed by the insured under written Agreement with CITY. (This endorsement shall be on a form furnished to CITY and shall be included with CONSULTANT'S policies.)

(b) Primary Insurance Endorsement

Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.

(c) Severability of Interest Clause

The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.

(d) Notice of Cancellation or Change in Coverage Endorsement

This policy may not be canceled by the company without 30 days' prior written notice of such cancellation to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95247.

- (e) CONSULTANT agrees and stipulates that any insurance coverage provided to CITY shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.). "Claims made" coverage requiring the insureds to give notice of any potential

liability during a time period shorter than **that** found in the Tort Claims Act shall be unacceptable.

Section 4.6 Worker's Compensation Insurance

CONSULTANT shall take out and maintain during the **life** of this Agreement, Worker's Compensation Insurance for all of CONSULTANT'S employees employed at the site of the project and, if any work is sublet, CONSULTANT shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees **unless** such employees are covered by the protection afforded by the CONSULTANT. in case any class of employees engaged in hazardous **work** under this Agreement at the site of the project **is** not protected under the Worker's Compensation Statute, CONSULTANT shall provide and shall **cause** each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the City Attorney, *City of Lodi*, P.O. **Box** 3006, Lodi, **CA**, 95241.

Section 4.7 Attorney's Fees

In the event any dispute between the parties arises under or regarding this Agreement, the **prevailing party** in any litigation of the dispute shall be entitled to reasonable attorney's fees from the **party** who does not prevail **as** determined by the court.

Section 4.8 Successors and Assigns

CITY and CONSULTANT each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONSULTANT shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

Section 4.9 Notices

Any notice required to be given by the terms of this Agreement shall be deemed to have been given when the same is personally served or sent by certified mail or express or overnight delivery, postage prepaid, addressed to the respective parties as follows:

To **CITY**: City of Lodi
F. Wally Sandelin, Public Works Director
221 West Pine Street
P.O. Box 3006
Lodi, CA 95241-1910

To CONSULTANT: HDR Engineering, Inc.
Timothy R. Fleming, Senior Vice President
2365 Iron Point Road, Suite 300
Folsom, CA 95630

Section 4.10 Cooperation of CITY

CITY shall cooperate fully in a timely manner in providing relevant information that it has at its disposal.

Section 4.11 CONSULTANT is Not an Employee of CITY

It is understood that CONSULTANT is not acting hereunder in any manner as an employee of CITY, but solely under this Agreement as an independent contractor.

Section 4.12 Termination

CITY may terminate this Agreement by giving CONSULTANT at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, **CITY** may terminate at the conclusion of any such phase. Upon termination, CONSULTANT shall be entitled to payment as set forth in the attached Exhibit A to the extent that the work has been performed. Upon termination, CONSULTANT shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, **CITY** shall assume no liability for costs, expenses or lost profits resulting from

services not completed or for contracts entered into by CONSULTANT with third parties in reliance upon this Agreement.

Section 4.13 Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 4.14 Captions

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent,

Section 4.1 Integration and ~~file~~

This Agreement represents the entire integrated Agreement between CONSULTANT and CITY; supersedes **all** prior negotiations, representations, or Agreements, whether written or oral, between the parties; and may be amended only by written instrument signed by CONSULTANT and CITY.

Section 4.16 Applicable Law and Venue

This Agreement shall be governed by the laws of the State of California. Venue for **any** court proceeding brought under this Agreement will be with the San Joaquin County Superior Court.

Section 4.17 Contract Terms Prevail

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms **of** this Agreement shall prevail.

Section 4.18 Authority

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

Section 4.19 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer tapes or **cards**, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared for this project, shall be deemed the property of **CITY**. Upon CITY's request, CONSULTANT shall allow CITY to inspect all such documents during regular business hours. Upon termination or completion, all information collected, work product and documents shall be delivered by CONSULTANT to CITY within ten (10) days.

CITY agrees to indemnify, defend and hold CONSULTANT harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were prepared.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Agreement as of the date first above written.

CITY OF LODI, a municipal corporation

ATTEST:

By


RANDI JOHL
CITY CLERK

By


KONRADT BARTLAM
INTERIM CITY MANAGER

APPROVED AS TO FORM:

Dated:

Nov 12, 2010


By


D. STEPHEN SCHWABAUER
CITY ATTORNEY

HDR, Inc.

By:

Its:


Senior Vice President



ONE COMPANY | *Many Solutions*SM

August 27, 2010

Mr. F. Wally Sandelin, public Works Director
City of Lodi
Public Works Department
211 West Pine Street
Lodi, CA 95240

RE: Updated Proposal for Surface Water Treatment Facility and Transmission
Project - Engineering Services During Construction

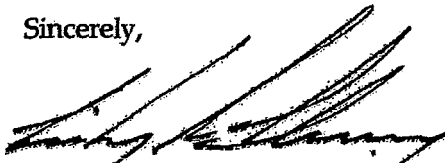
Dear Mr. Sandelin:

Attached please find the second draft of HDR's proposal to provide engineering services during construction for the City's Surface Water Treatment Facility and Transmission Project. Items included with this proposal are:


- Exhibit A - Scope of Work.
- Exhibit B - Estimated Work ~~Effort~~ and Cost.

Please contact me if you have any questions or comments.

Sincerely,



Timothy R. Fleming, P.E.
senior Vice President



Richard G. Stratton, P.E.
Project Manager / Vice President

RGS:pk/10252

EXHIBIT A SCOPE OF WORK

City of Lodi Surface Water Treatment Facility and Transmission Project - Engineering Services during Construction

The following scope of services outlines the tasks and activities to be provided by HDR Engineering, Inc., (**HDR**) and West Yost Associates during the construction of the **City** of Lodi's (**City's**) Surface Water Treatment Facility and Transmission Project. For the purpose of estimating level of effort, **this** scope assumes a construction project duration of 22 months, including two months for startup and final acceptance. It is understood that the City will be the Construction Manager for the project. HDR and West Yost will provide consultation services during construction, providing continuity of **our** role as project designer.

TASK 1 - PROJECT MANAGEMENT AND QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

Project Management

This **task** includes the management activities required to efficiently provide HDR's scope of services and meet the City's goals.

- Develop a project management work plan to serve as a communication tool for the City, HDR staff, and subconsultants.
- Prepare invoices and decision log updates on a monthly basis.
- Coordinate with the subconsultants, schedule staff, and coordinate the quality assurance effort.

QA/QC Program

- Institute and maintain a QA/QC program for the work performed on this project, including QC reviews of pertinent correspondence, deliverables, documentation, and project management data.
- Schedule and institute internal audits of the project to assure compliance with the scope.

TASK 2 - SITE VISITS / MONTHLY PROGRESS MEETINGS

- Attend preconstruction conference with two HDR participants.
- Make site visits to observe construction progress, verify design intent, assist in field decision making and problem resolution, and attend weekly construction progress meetings during

active construction. Attend meetings to provide design input on construction and submittal review issues and concurrently provide on-site observation.

- Provide additional field visits to the construction site upon request ~~to~~ observe the work in progress and advise the City of any appropriate comments ~~and/or~~ concerns.
- A total of 104 monthly progress meetings and up to five additional meetings/site visits, as requested by the City, with one or *two* HDR participants at each meeting site visit, are assumed,

TASK 3 - SCADA AND ELECTRICAL, INSTRUMENTATION, AND CONTROL INTEGRATION FIELD SUPPORT

- Make site visits to verify design, assist with field problem resolution, and hold progress meetings to coordinate electrical and instrumentation supply, construction, ~~and~~ SCADA system integration.
- Assume five meetings for the purpose of electrical, instrumentation, and control planning, coordination, and troubleshooting, including ~~up~~ to two participants ~~from~~ HDR.

TASK 4 - SUBMITTAL REVIEW

- Review shop drawing submittal schedule provided by the contractor. Notify contractor of acceptance or rejection of schedule noting deficiencies and indicating contractor action *required*.
- Distribute copies of approved schedule to design team members responsible for shop drawing reviews.
- Receive, log, ~~and~~ distribute submittals received ~~from~~ Construction Manager to appropriate design team members for review.
- Review and comment on contractor's submittals including: vendor tests, specification, and reports, as required by the technical specifications, for work related to HDR's scope of design services, and vendor operations and maintenance (O&M) manuals. HDR will review and accept contractor submittals, such as shop drawings, product data, samples, and other data, for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review will not include review of ~~the~~ accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication process, construction means or methods, coordination of the work with other trades, or construction safety precautions, all of which are ~~the~~ sole responsibility of the contractor. HDR's review will be conducted with reasonable promptness while allowing sufficient ~~time~~ in HDR's judgment to permit adequate review. Review of a specific item will not indicate that HDR has reviewed the entire assembly of which the item is a component. HDR will not be responsible for any deviations ~~from~~ the contract documents not brought to the attention of HDR in writing by the contractor. HDR will not be required to review partial submissions nor those for which submissions of correlated items have not been received. Reviews shall be performed by the engineer that designed ~~the~~ project element or acceptable

substitute. Budget is based upon 300 submittals, including resubmittals and four engineering hours, **0.5** project manager hours, and one clerical hour per submittal.

TASK 5 - REQUEST FOR INFORMATION/REQUEST FOR CLARIFICATION (RFI/RFC) REVIEW AND RESPONSE

- Review RFIs and RFCs, and provide response options and recommendations in a timely manner, including expedited reviews ~~for~~ time sensitive RFIs/RFCs. Prepare design clarifications as required to clarify design intent. Budget is based upon 200 RFIs and four engineering hours, **0.5** project manager hours, 0.5 clerical hours, and **0.5** CAD hours per RFI.

TASK 6 - PROPOSED CONTRACT MODIFICATIONS (PCMS) AND CHANGE ORDER ASSISTANCE

PCMs

- Prepare PCM for design changes, including design calculations, drawings, justification, and cost estimates. Budget is based upon up to eight PCMs and supporting documentation, at an average of 10 engineering hours, ~~four~~ project manager hours, 12 **CAD** hours, and four clerical hours per **PCM**.

Change Order Assistance

- Assist the City ~~in~~ reviewing proposed change orders for conformance with the design intent and verification of proposed cost. Budget is based upon review of eight change order requests at an average of four project manager hours and four engineering hours per review.

TASK 7 - FINAL PUNCH LIST

- Participate in a two-day site visit to develop items for the punch list (three participants ~~from~~ HDR). Prepare and provide items for incorporation into the final punch list maintained by the Construction Manager.
- Review progress completion on punch list items ~~and~~ conduct a two-day site visit to observe completed ~~work~~ and develop final punch list (one participant from **HDR**) .

TASK 8 - STARTUP AND TESTING

- Attend commissioning team meetings and provide startup and initial operating assistance including assistance in ~~the~~ development, review, and implementation of the contractor's **startup** and sequencing plan for ~~the~~ **SCADA** system, membrane ~~systems~~, pumping stations, and ancillary systems.
- Witness functional testing and performance testing. Provide oversight to confirm that ~~the~~ facilities function properly and meet performance criteria ~~as~~ established in the contract documents.

- Budget is based upon a labor allocation of 200 engineering hours and 6 administration hours.

TASK 9 – RECORD DRAWINGS

- The contractor is responsible for maintaining a single field mark-up set, and the City's red-lines should be contained in a single marked-up set. HDR will provide CAD-generated record drawings from the contractor's and City's "red-line" field mark-up set. Details and drawings will be updated based upon review of City/contractor redlines and actual equipment shop drawings. Detailed shop drawing information will not be placed on the drawings, but will be used to correct the original drawings. Reconcile PCMs and change orders with contractor mark-ups to ensure contract changes have been incorporated.
- One full-size (22" x 34") bond set, one PDF file, and one set of CAD files of the record drawings will be provided.
- Budget is based upon 360 drawings, 0.5 engineering hour, and one CAD hours per drawing.

TASK 10 – TECHNICAL REPORT TO SUPPORT SURFACE WATER TREATMENT FACILITY PERMIT APPLICATION

- Section 116530 of the Safe Drinking Water Act, entitled "Technical report" states, "A public water system shall submit a technical report to the department as part of the permit application or when otherwise required by the department. This report may include, but not be limited to, detailed plans and specifications, water quality information, and physical descriptions of the existing or proposed system, and financial assurance information."
- Prepare the technical report in accordance with the California Waterworks Standards.
- Submit one PDF copy of the draft report to the California Department of Public Health (CDPH) and the City for review and approval prior to preparing the final copies for binding.
- Three bound copies of the final report plus CD with both PDF and MS Word versions will be provided to the City.

TASK 11 – O&M MANUAL AND OPERATIONS PLAN

- Prepare a facility O&M manual and Operations Plan that covers the operation of the raw water pump station and the surface water treatment facility. The O&M manual will be a complete document with process schematics, photos showing location of key components, and process and instrumentation diagrams (P&IDs). It will cover operation of each of the plant's components, control descriptions and normal facility setpoints, equipment Specifications, and general troubleshooting procedures. The O&M manual will include general operating guidance for the membrane system and will reference more detailed membrane operating procedures to be provided by the membrane supplier.
- Submit one PDF copy of the draft O&M manual to the City and CDPH for review and approval prior to preparing the final copies for binding. The O&M Manual will include an Operations Plan in accordance with the California Waterworks Standards.

- Provide three bound copies of the final **O&M** manual, in three-ring binders, plus a CD with both PDF and MSWord versions.

OPTIONAL ITEM TASK – TRAINING FOR CITY STAFF

- Review training manuals prepared by others, such as equipment suppliers.
- After completing the O&M manual (see Task 12), prepare course materials and conduct training sessions for O&M personnel on each surface water treatment facility unit process and on the overall operation of the plant. Operator training shall include approximately **40** hours of classroom training with handouts **as required**. Budget is based upon an allocation of 100 engineering/operations specialist hours, 32 project manager hours, 14 hours electrical engineer, **and** 20 administration hours. Training will be conducted in classrooms at the plant or another location provided by the City.

CITY AND CONTRACTOR/ RESPONSIBILITIES

- The City will be responsible for construction management, including, but not limited to, processing payment requests, document management, dispute resolution, progress meetings, inspection, **testing** supervision, **and** final closeout.
- Contractor is responsible for completing the project within the time allowed in the contract or be subject to liquidated damages.
- ~~The~~ contractor must submit **updated redline as-built** mark-ups prior to receiving an approval on each payment request.
- **The** contractor is responsible for their means and methods of constructing the project subject to the contract documents, applicable laws and codes, **construction** site safety, and coordination of work between trades.

EXHIBIT B - ESTIMATED WORK EFFORT AND COST

City of Lodi

Surface Water Treatment Facility and Transmission Project - Engineering Services During Construction

Task No.	Task Description	Principal/ QA/QC	Project Manager	Civil/ Process	Arch	Struct Engr	Mech Engr	Elect Engr	CADD Tech	Admin/ Clerical	Total HDR Labor Hours	Total HDR Labor (\$)	Total HDR Expenses (\$)	Subs (\$)	Total Cost (\$)
1	Project Management and QA/QC	6	58							72	138	\$21,077	\$ 1,888	\$ 6,600	\$ 29,383
2	Site Visits/Progress Meetings (up to 109)		80	300	16	4	12			20	432	\$70,477	\$ 7,048		\$ 77,525
	SCADA and Electrical, Instrumentation, and Control Integration Field Support (up to 5 meetings)		2	2				40		4	60	\$11,681	\$ 1,168		\$ 12,849
4	Submittal/O&M Manual Review (up to 300)		150	220	140	126	132	172	140	300	1,390	\$206,633	\$ 20,863	\$ 46,200	\$ 273,496
5	RFI/RFC Review and Response (up to 200)		100	156	90	90	80	120	120	100	856	\$132,517	\$ 13,252	\$ 25,850	\$ 171,619
6	PCM and Change Order Assistance (up to 8, each)		64	62	6	6	6	8	98	32	280	\$42,185	\$ 4,217	\$ 6,700	\$ 54,082
7	Final Punch List		16	8			8	16		5	53	\$9,777	\$ 978	\$ 2,200	\$ 12,955
8	Startup and Testing		16	96			12	27		8	159	\$28,329	\$ 2,833	\$ 7,700	\$ 36,662
9	Record Drawings	16	20	68	8	2	8	8	360	24	520	\$67,118	\$ 8,712	\$ 13,200	\$ 87,030
10	Technical Report to Support Permit Application	12	38	121					40	40	251	\$38,056	\$ 3,808		\$ 41,864
11	O&M Manual and Operations Plan	12	64	140			16	24	80	88	424	\$63,059	\$ 6,100	\$ 6,600	\$ 75,759
TOTALS		46	614	1,179	260	244	274	415	836	693	4,561	\$688,889	\$68,261	\$127,050	\$884,200
Optional Item															
01	Training for City Staff	2	32	100				14		20	168	\$27,692	\$ 2,789		\$ 30,481

Exhibit C

HDR ENGINEERING, INC.
STANDARD RATE SCHEDULE
November 2010 to August 2012

City of Lodi
Surface **Wafer Treatment Facility and Transmission Project -
Engineering Services During Construction**

Project Principal	295
Sr. Financial Specialist	259
Sr. Project Manager	251
Sr. Project Engineer	243
Sr. Cost Estimating Specialist	230
Sr. Structural Engineer	222
Electrical IV	215
Mechanical Engineer III	191
Operation Specialist	184
Electrical Engineer III	172
.Process Engineer	172
Project Engineer II	160
CAD Manager	160
Architect I	154
Mechanical Engineer I	151
Civil Engineer	139
Sr. CAD Tech	137
CAD Tech III	126
Project Controller f	124
Structural Engineer	117
Cost Estimator	117
Sr. Administrative	105
Engineer-in-Training	102
Drafter III	93
Clerical	70

Please Note: Rates include current overhead rate plus profit.

EXPENSES

In-House Expenses

Technology Charge per Direct Labor Hour	\$3.70
Vehicle Mileage (per mile)	Current Federal Travel Regulation (FTR)
Color Copy (per copy)	\$0.75 to \$1 .50
Photocopies (per copy)	\$0.10 to \$0.20
Bond Plotting - Black & White (per square foot)	\$0.135
Bond Plotting - Color (per square foot)	\$0.50
Vellum - Black & White (per square foot)	\$0.50
Mylar - Black & White (per square foot)	\$0.90

*Please Note: Technology charges **include** computer, CADD, network, software, and other related technology services. Expenses and subconsultants are charged **with** a 10 percent markup.*

March 21, 2012

Mr. F. Wally Sandelin
City Engineer/Deputy Public Works Director
City of Lodi
221 West Pine Street
Lodi, CA 95240

**RE: Proposed Amendment No. 1
Surface Water Treatment Facility- Engineering Services During Construction**

Dear Mr. Sandelin:

HDR respectfully submits the following amendment for additional services under the "Engineering Services During Construction for the Surface Water Treatment Facility" agreement dated November 17, 2010, between the City of Lodi and HDR Engineering, Inc., for your review and consideration. The amended scope of work and budget are attached.

The change in scope increases the fee for the project by **\$46,093**. Table 1 shows a detailed breakdown of the hours and costs for this contract amendment. Incorporation of the amendment will increase the total budget from **\$884,200** to **\$930,293**. With a labor credit of **\$36,982** applied, the net cost increase to the City is **\$9,111** and the net total cost is increased to **\$893,311**.

TERMS AND CONDITIONS

Except as specifically modified by this amendment, all terms and conditions of the original agreement between the City and HDR remain in effect.

We appreciate the opportunity to submit this amendment. If you require any clarifications or additional information, please contact Richard Stratton at **(916) 817-4819**.

Sincerely,



Craig A. Olson, P.E.
Senior Vice President

RGS:pk/12007



Richard G. Stratton, P.E.
Project Manager / Vice President

Table 1 - Amended Exhibit B Estimated Work Effort and Cost

City of Lodi

Surface Water Treatment Facility - Engineering Services During Construction

Task No.	Task Description	Principal/ QA/QC	Sr. Project Manager	Project Engr II*	Arch	Jr Struct Engr	Mech Engr I	Elect IV	Env	CADD Tech III	Admin/ Clerical	Total HDR Labor Hours	Total HDR Labor (\$)	Total HDR Expenses (\$)	Total Cost (\$)
12	Defense of Wetlands Delineation		2						25		2	29	\$3,873	\$ 310	\$ 4,183
13	Value Engineering Design Changes to Buildings	1	3	80	20	18				108		230	\$32,606	\$ 2,608	\$ 35,214
14	Redesign of Wall Reinforcement for Operations Buildings	1	2	28		4					4	39	\$6,180	\$ 516	\$ 6,696
	Subtotal of Amendment	2	7	108	20	22	-	-	25	108	6	298	\$42,659	\$ 3,434	\$ 46,093
	Credit to be provided by HDR in the form of labor costs														\$ (36,982)
Net increase in cost to the City		\$ 9,111													

RESOLUTION NO. 2012-33

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING CITY
MANAGER TO EXECUTE AMENDED PROFESSIONAL SERVICES
AGREEMENT FOR CONSTRUCTION ADMINISTRATION SERVICES
FOR SURFACE WATER TREATMENT FACILITY PROJECT

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WHEREAS, on October 20, 2010, City Council approved the contract for construction administration services for the Surface Water Treatment Facility Project with HDR Engineering, of Folsom; and

WHEREAS, since that time, a number of changed conditions have been encountered warranting an amendment to the scope of work and payment conditions of the HDR contract; and

WHEREAS, staff recommends approval of the HDR amended Professional Services Agreement, resulting in a net increase in contract value of \$9,111.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the amended Professional Services Agreement with HDR Engineering, Inc., of Folsom, California, for construction administration services for the Surface Water Treatment Facility Project, in the amount of \$9,111; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute the amended Professional Services Agreement with HDR Engineering, Inc.

Dated: April 4, 2012

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I hereby certify that Resolution No. 2012-33 was passed and adopted by the City Council of the City of Lodi in a regular meeting held April 4, 2012, by the following vote:

AYES: COUNCIL MEMBERS - Hansen, Johnson, and Mayor Mounce

NOES: COUNCIL MEMBERS - None

ABSENT: COUNCIL MEMBERS - Katzakian and Nakanishi

ABSTAIN: COUNCIL MEMBERS - None


RANDI JOHL
City Clerk